

**PREPARED BY:**  
**ERMA RUSSELL**  
**ASC, d/b/a for WFB N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SOUTH CAROLINA 29715**

**When recorded mail to:** *MPG*  
Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114 *4423000*  
Attn: National Recordings 1120

**Parcel No. 206516070-00001**

[Space Above This Line for Recording Data]

**Original Recorded Date: NOVEMBER 7, 2005**  
**Original Principal Amount: \$ 312,720.00**

**Fannie Mae Loan No.: 0010152356**  
**Loan No.: 1115044673**

## **LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **11TH** day of **AUGUST, 2008**,  
between **ELIZABETH FIKE AND CRAIG WAYNE FIKE, WIFE AND HUSBAND, AS TENANTS**  
**BY THE ENTIRETY WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS**  
**TENANTS IN COMMON**

("Borrower") and **ASC, d/b/a for WFB N.A.**

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and  
Timely Payment Rewards Rider, if any, dated **OCTOBER 28, 2005** and recorded in  
**Book or Libor 2346, at page(s) 241**, of the **Official** Records of

(Name of Records)

**DE SOTO COUNTY, MISSISSIPPI**

(County and State, or other jurisdiction)

, and (2) the Note bearing the same date as, and

secured by, the Security Instrument, which covers the real and personal property described in the Security  
Instrument and defined therein as the "Property", located at

**3656 RUDLEDGE ROAD, OLIVE BRANCH, MISSISSIPPI 38654**

(Property Address)

**FIKE**  
**38881538** **MS**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**

**LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument**

**Form 3179 1/01 (rev. 6/06)**

(page 1 of 5)

Modified by First American Loan Production Services

First American Real Estate Solutions LLC

**MISSISSIPPI**

FALPS# MSFM3179 Rev. 04-17-08

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the real property described being set forth as follows:

**LOT 1, PHASE 1, ESTATES OF SOUTHERN TRAILS, SITUATED IN SECTION 16, TOWNSHIP2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT RECORDED IN PLAT BOOK 89, PAGE 24 IN THE OFFICE OF THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI.**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **SEPTEMBER 1, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **336,909.37**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.750 %**, from **SEPTEMBER 1, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,257.80**, beginning on the **1ST** day of **OCTOBER, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.750 %** will remain in effect until principal and interest are paid in full. If on **NOVEMBER 01, 2035** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

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- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
  - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

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ASC, d/b/a for WFB N.A.

Mona Fetter (Seal)  
Name: MONA FETTER  
Its: AVP - Lender

Elizabeth Fike 9-8-08 (Seal)  
ELIZABETH FIKE - Borrower

Craig Wayne Fike 9-8-08 (Seal)  
CRAIG WAYNE FIKE - Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

[Space Below This Line for Acknowledgments] 1115044673

STATE OF MS COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> DAY SEPT, 2008 by ELIZABETH FIKE AND CRAIG WAYNE FIKE

\_\_\_\_\_

Signature of Person Taking Acknowledgment Tina Rena' Griffith

Printed Name Tina Rena' Griffith

Title or Rank Deputy Clerk

Serial Number, if any \_\_\_\_\_

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES SEP 15, 2010  
BONDED THRU STEGALL NOTARY SERVICE

LENDER ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> DAY OF SEPT. 2008 by MONA FETTKETTER, the MVP of WELLS FARGO BANK

a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment [Signature]

Printed Name David Jeffrey

Title or Rank Notary

Serial Number, if any \_\_\_\_\_

DAVID JEFFREY  
NOTARY PUBLIC  
STATE OF WISCONSIN  
EX 5/15/2011